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88-765
NO. _____

IN THE
SUPREME COURT OF THE UNITED STATES
October Term, 1988

Supreme Court, U.S.
FILED
OCT 12 1988
JOSEPH F. SPANIOL, JR.
CLERK

THANH VONG HOAI,
Petitioner,

v.

THANH VAN VO, THACH DUY NGUYEN, MY-LINH D. SOLAND, NGUYEN THI BACH LUU, THANH VAN VO, SUNTECH SUNOCO, INC., and MICHAEL ARIF,
Respondents.

On Petition for Writ of Certiorari to the United States Court of Appeals for the Fourth Circuit

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APPENDIX II I (Supplemental) PART G

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CONTENTS OF THIS VOLUME OF APPENDIX III

(Supplemental) APPENDIX III

PART G

THE FINAL COMPLAINT AS CHOPPED DOWN PURSUANT TO THE DIRECTIVE OF THE COURT, in the United States District Court for the Eastern Distric- of Virginia, Alexandria Division

HOAI v. VO, et al., CA 87-0294-A pp 399-465

III. THE FINAL COMPLAINT AS CHOPPED DOWN PURSUANT TO THE DIRECTIVE OF THE COURT

IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

THANH VONG HOAI, 927 N. Highland Street. Arlington, Virginia,
Plaintiff,

v.

) Civil Action No.87-0294-A

THANH VAN VO, 2242 Senseney Lane, Falls Church, Virginia, 22043,

THACH DUY NGUYEN, 6123 Greeley Boulevard, Springfield, Virginia 22152,

NGUYEN VAN MINH, 4102 N. River St., Arlington, Virginia 22207

NGUYEN THI BACH LUU, 4102 N. River St., Arlington, Virginia 22207

JOHN DO, address and real name presently unknown, a/k/a as one of the "Cowboys," a gang of Vietnamese "toughs" who prey upon the Vietnamese community in Arlington, Virginia,

RICHARD RO, address and real name presently unknown, a/k/a as one of the "Cowboys," a gang of Vietnamese "toughs" who prey upon the Vietnamese community in Arlington, Virginia,

NGUYEN TU LO, address and real name presently unknown, a/k/a as one of the "Cowboys," a gang of Vietnamese "toughs" who prey upon the Vietnamese community in Arlington, Virginia,

CARL KO, address and real name presently unknown, a/k/a as one of the "Cowboys," a gang of Vietnamese "toughs" who prey upon the Vietnamese community in Arlington, Virginia,

MY-LINH D. SOLAND, 5460 Fillmore Avenue, Alexandria, Virginia 22311,

MICHAEL S. ARIF, 2300 24th Road South Arlington, Virginia

SUNTECH SUNOCO, INC., 2305 Pennsylvania Avenue, S.E. Washington, D.C. 20020,

Defendants.

AMENDED COMPLAINT FOR VIOLATIONS OF THE RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT, VIOLATIONS OF THE SECURITIES AND EXCHANGE ACT OF 1934, VIOLATIONS OF THE CIVIL RIGHTS LAWS, FOR BREACH OF CONTRACT, INTERFERENCE WITH CONTRACT, CONSPIRACY, FRAUD, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS, SLANDER, FIGHTING WORDS, CONVERSION, COMBINATIONS TO INJURE REPUTATION, TRADE AND BUSINESS, ASSAULT, MALPRACTICE, FOR MONEY DAMAGES, DECLARATORY JUDGMENTS, INJUNCTIVE AND OTHER RELIEF

THANH VONG HOAI (HOAI), plaintiff, by and through undersigned counsel, brings

this action in law and equity against THANH VAN VO (VO), THACH DUY NGUYEN (THACH), NGUYEN VAN MINH (MINH), NGUYEN THI BACH LUU (LUU), MY-LINH D. SOLAND (SOLAND), MICHAEL S. ARIF (ARIF), SUNTECH COMPANY, a/k/a SUNTECH SUNOCO, INC. (SUNTECH)), JOHN DO (DO), RICHARD RO (RO), NGUYEN TU LO (LO), CARL KO (KO), defendants, jointly and severally, and alleges as follows:

I.

JURISDICTION

__1) This is an action for violations, damages, attorneys' fees, and other relief pursuant to the Racketeer Influenced Corrupt Organizations Act, 18 U.S.C. 1961 et seq., Section 10 of the Securities and Exchange Act of 1934, 15 U.S.C. 78j, and the regulations promulgated thereunder, particularly Rule 10 (b)(5) of the Securities and Exchange Commission, the Civil Rights laws, 42 U.S.C. 1983 and 1985

(2); for declaratory relief pursuant to 28 U.S.C. 2201; for injunctive and furhter relief pursuant to 28 U.S.C. 2201; for injunctive and further relief pursuant to 28 U.S.C. 2202; and for damages and other relief pursuant to various state law claims which arise from common nuclei of operative facts which one would expect would be tried in one judicial proceeding.

2) This Court has jurisdiction pursuant to 15 U.S.C. 78aa; 28 U.S.C. 1331 and 1337; 18 U.S.C. 1964; 42 U.S.C. 1983 and the principles of pendant jurisdiction.

II.

VENUE

3) Venue is appropriate in this Court pursuant to 18 U.S.C. 1965(a) because each and every defendant in this action either resides in, is found, has an agent, or transacts his affairs in this judicial district. Venue in this Court is also appropriate because pursuant to 28 U.S.C.

1391(b) inasmuch as the claims arose within this judicial district and inasmuch as all natural defendants with known addresses reside in this judicial district and it is believed that the corporate defendant is doing business here.

III.

THE PLAINTIFF

__4) The plaintiff HOAI is a citizen of the United States of America who has been victimized by organized and violent criminal elements of the Vietnamese refugee community located in northern Virginia.

5) HOAI was defrauded and extorted out of an oriental specialty food store business by the defendants.

6) HOAI was also defrauded and extorted out of a gasoline station by the defendants.

7) Furthermore, HOAI was injured in various other ways through defendants'

various statutory violations and torts.

IV.

THE DEFENDANTS

8) Defendant VO engaged in bribery and extortion in connection with the control of food vending businesses, falsely holds himself out as the owner of a large construction business and was left in physical control of plaintiff's gas station business by virtue of the acts complained of herein.

9) Defendant THACH is believed to be an ex-convict who has been prosecuted for assault and who has admitted to the plaintiff that he had held a gun to the head of newspaper editor Tuyen Giang, in order to make him beg for his life and who had ordered the shooting of four or five customers of the Bistro Restuarant in Arlington, Virginia in 1983 or 1984.

10) Defendant THACH, together with the enterprises with which he was associated,

participated int he conspiracies and the patterns of racketeering activity which deprived the plaintiff of his oriental specialty food store business.

11) Defendant THACH, together with the enterprises with which he was associated, participated in the conspiracies and patterns of racketeering activity which deprived the plaintiff of his gasoline station business.

11A) Defendant SUNTECH SUNOCO, INC., is the corporate entity and enterprise through which plaintiff's gas station business was operated by the defendants after VO and THACH created it in the summer of 1986.

12) Defendant ARIF is an attorney who resides in Arlington, Virginia and who, together with the enterprises with which he was associated, participated in the conspiracies and patterns of racketeering activity identified in paragraphs 9 and 10

above by, inter alia, representing to HOAI that THACH was indeed an officer of the McLean Bank.

13) Defendant MINH resides in Arlington, Virginia and has participated in real estate swindles using various frauds similar to the ones employed in this case. Defendant MINH, together with the enterprises with which he was associated, participated in the conspiracies and patterns of racketeering activity identified in paragraphs 9 and 10 above, and was, together with the defendant LUU, left in physical control of plaintiff's oriental specialty food store business.

14) Defendant LUU resides in Arlington, Virginia and has participated in real estate swindles using various frauds similar to the ones employed in this case. Defendant LUU, together with the enterprises with which she was associated, participated in the conspiracies and

patterns of racketeering activity identified in paragraphs 9 and 10 above, and was, together with defendant MINH, left in physical control of plaintiff's oriental specialty food store business.

15) Defendant SOLAND is an attorney who resides in Alexandria Virginia and who, together with the enterprises with which she was associated, participated in the conspiracies and patterns of racketeering activity identified in paragraphs 9 and 10 above by, inter alia, purporting to represent the plaintiff when in reality operating as a knowing and willing member of the criminal enterprises identified herein. Defendant SOLAND advised the plaintiff to acquiesce to the crimes committed against him.

16) Defendants DO, RO, LO and KO are gang members who, together with the enterprises with which they associated, participated in the conspiracies and

patterns of racketeering activity identified in paragraphs 9 and 10 above by threatening, harassing and terrorizing the plaintiff, plaintiff's family, and other members of the Vietnamese Community including witnesses.

V.

FACTS

__17) Plaintiff HOAI was a Sunoco gas station dealer from 1980 to 1982.

18) In 1983 or 1984 defendant THACH ordered customers at the Bistro restaurant in Arlington to be shot because the owner of that restaurant would not acquiesce to THACH's control of that business enterprise. A number of customers were shot as a result.

19) In August of 1983 the defendant VO engaged in extortion in order to obtain preferred locations for his vending vehicles. The threats included mailing threatening notes written in blood and a

dead bird as well as threatening death and bodily harm to NGUYEN DUY HY, a competitor.

20) In the summer of 1982 the defendants MINH and LUU participated in schemes and artifices to defraud members of the Vietnamese refugee community by soliciting for real estate and business opportunity investments. These schemes involved property located at the corner of Lee Highway and Route 7 in Falls Church, Virginia. With regard to the land:

(a) Defendants MINH and LUU solicited $50,000.00 from the plaintiff.

(b) Defendants MINH and LUU advertised in a Vietnamese language newspaper (Some of which were mailed) that they were undertaking a building project and they sought investments in the amounts of $30,000., $40,000., and $50,000. which would entitle the investor to leasehold space in the building. Many persons did

invest.

(c) Defendants MINH and LUU had no intention of building such a building but rather sold the land for a profit of approximately three hundred and sixty-five thousand dollars ($365,000.).

(d) Although some defrauded investors were repaid many were not.

(e) Defendants MINH and LUU extorted money from some investors by threatening criminal prosecution for welfare fraud.

21) In 1984 defendants MINH and LUU purchased 93.7 acres of land in Fairfax County for $500,000. Defendants MINH and LUU promised the plaintiff that they would pay him and give him some land if he would help them find an attorney and help resolve problems that arose from nonpayment on a note on the land. Plaintiff helped these defendants but they refused to pay the plaintiff or give him land notwithstanding a recent sale of that

land to George Mason University for 1.3 million dollars.

22) In November of 1985 defendant VO lied to the plaintiff, telling plaintiff that VO had a large construction business; that VO had construction equipment worth over $500,000.00; that VO employed over 80 people; and that if plaintiff ever needed anything VO would try to help him.

23) In January and February of 1986 plaintiff's plans to close down his existing business and to put capital into a new business came to the attention of some or all of the defendants.

24) During the month of February, 1986, the plaintiff began negotiating with Sun Refining and Marketing Company (Sunoco) in order to obtain a lease and franchise for a Sunoco gas station.

25) In February of 1986 defendants MINH and LUU asked the plaintiff to work for them and he did so. It was agreed that

plaintiff would be paid between $18. and $25. per hour. Defendants MINH and LUU failed to pay the plaintiff according to the terms of that agreement but did manage to extract information from the plaintiff.

26) During negotiations with the plaintiff in mid-February of 1986, defendant VO falsely represented to the plaintiff that VO would lend the plaintiff $2,000. that very day. Vo repeated his misrepresentations regarding his financial strength, as stated in paragraph 22 above, and once again offered to help the plaintiff purchase a business with friendly financing.

27) During negotiations with the plaintiff sometime in late February 1986, defendant VO once again promised to lend the plaintiff $2,000. on that very day but failed to do so.

28) During the latter part of February, 1986, or the very early part of March,

1986, Sunoco representative Ernie Peele informed the plaintiff that plaintiff would need capital of $71,000. in order to obtain and operate the franchise and lease of a Sunoco gas station.

29) Plaintiff had approximately $35,000.00 available to him at that time through his mother-in-law, who had supplied capital for a number of his earlier businesses, as was known to the defendants. So he needed approximately another $35,000. in available capital to meet the requirement set by Sunoco.

30) During a meeting with the defendant VO in early March, 1986, the plaintiff explained that he had approximately $35,000.00 available for the Sunoco gas station franchise and lease investment but that he needed approximately $35,000. more in order to obtain the Sunoco franchise and lease.

31) During the meeting referred to in

paragraph 30) defendant VO falsely:

(a) Repeated the claims regarding his financial strength, as previously explained in paragraph 22;

(b) asserted that he had $100,000.00 in cash from the operation of his construction business on hand;

(c) stated that he wanted to do something with that money;

(d) stated that HOAI should consider the $100,000.00 as an available line of credit;

(e) stated that, therefore, the $35,000.00 that Hoai needed was immediately available;

(f) stated that therefore, the Sunoco representative should be immediately informed that HOAI had the money specified; and

(g) stated that the terms of the loan would not call for any repayment during the first year of the business and that

interest would be accrued at ten or twelve percent.

32) Defendants MINH and LUU had run for many years an oriental specialty food store known as the Mekong Center Food Store in a mini-mall catering to the ethnic Vietnamese community known as the Mekong Center, located on Wilson Boulevard in Arlington, Virginia. The business had lost much if not most of its customer base and had deteriorated badly.

32A) Defendants MINH and LUU induced the plaintiff, upon a promise that was never fulfilled of supplying a lease-ownership document, to purchase this business by a "loan and earn out" arrangement involving the defendant THACH which was never consummated. This was done in the following manner:

33) During a meeting with defendants MINH and LUU in early March 1986, the plaintiff explained that he had

approximately $35,000.00 available for the Sunoco investment but that he needed $35,000.00 more in order to obtain the Sunoco franchise and lease.

34) During the meeting referred to in paragraph 33, the defendants MINH and LUU lied to the plaintiff by stating that they would lend the plaintiff up to $80,000.00 for the gas station business enterprise.

35) Defendants MINH, LUU, VO and THACH all began communicating with each other regarding plaintiff's available capital during the first three months of 1986 and also regarding the business plans of plaintiff.

36) On or about March 6, 1986, defendants MINH and LUU told the plaintiff:

(a) that because they were involved in a real estate development project in Philadelphia they wanted to sell their oriental specialty food store business.

(b) that they had offers to purchase that oriental specialty food business for $25,000.00 and $30,000.00

(c) but that for personal reasons they wanted to sell the food store business to HOAI for $20,000.00.

37) On or about March 8, 1986, when the plaintiff informed defendants MINH and LUU that his $35,000. available capital was committed to the acquisition and start-up of the Sunoco gas station lease and franchise, MINH and LUU informed the plaintiff that having both businesses was possible and:

(a) that financing would be arranged through a friendly banker;

(b) that they could easily arrange a $50,000.00 loan, $20,000.00 for the purchase price of the food store business from themselves, and $30,000. for purchase of inventory; and

(c) that they would co-sign for such a

loan.

38) The plaintiff accepted the offer referred to in paragraph 37.

39) On or about March 9, 1986, the plaintiff and the defendants MINH and LUU agreed upon the sale terms for the business which were to be incorporated in a lease which was to be the indicia of the ownership of the business by the plaintiff. Thereafter on numerous occasions defendants constantly evaded their responsibility and commitment to sign this document. This evasion rested upon a variety of seemingly plausible excuses, such as translation problems, need for counsel, peculiar superstitious reasons, and other excuses.

40) On or about March 9, 1986, the plaintiff informed defendant VO of the decision to purchase the oriental specialty food store business. Defendant VO encouraged the plaintiff and informed

him that he would lend his support with the gas station business to enable the purchase of the food store business since it would make a lot of money.

41) On or about March 10, 1986, as plaintiff commenced his partial performance of this purchase agreement by beginning the refurbishing of the premises, defendant LUU admitted to having committed insurance fraud by placing out-of-date food in the basement and then purposely flooding the basement in order to obtain insurance money. On or about March 17, 1986, defendant LUU repeated this type of fraud and collected approximately $50,000.00 from the insurance company.

42) During March, 1986, the defendants MINH and LUU represented that the plaintiff would be able to obtain food on credit for the food store enterprise. MINH and LUU had ruined the food store's

credit with suppliers, however, and the plaintiff was unable to obtain food stock or supplies on credit from the oriental specialty distributors and wholesalers in the area.

42A) Having committed to the purchase, plaintiff was then compelled to spend his available capital for inventory pending the promised loan for the "earn-out" purchase of the business. Ultimately he purchased over $49,000.00 worth of inventory because of the failure to provide the promised loan. Defendants MINH, LUU and THACH and the COWBOYS ultimately took control of this inventory by force and subterfuge and he was never reimbursed for it in any way.

43) On or about March 11, 1986, defendants MINH and LUU introduced defendant THACH to the plaintiff as the owner and president of the McLean Bank who was going to provide the purchase money

and inventory acquisition loan.

44) Between March 11, 1986, and March 18, 1986, defendant THACH encouraged the plaintiff to spend plaintiff's capital on inventory in accordance with the agreement to purchase the business from the defendants MINH and LUU, and led the plaintiff to believe that he would arrange for the $50,000.00 loan to avoid permanently tying up plaintiff's capital. On or about March 18, 1986, defendants MINH, LUU and THACH told the plaintiff that the loan forms for the promised $50,000.00 loan would be obtained the next day.

45) On or about March 19, 1986, the defendant THACH:

(a) informed the plaintiff that he would begin processing the loan forms for the promised $50,000.00 loan on the following day;

(b) got the plaintiff to reveal

plaintiff's debts;

(c) promised that the proceeds of the forthcoming loan would be used in part to pay off plaintiff's outstanding credit card debts;

(d) verified that defendant VO was very big in the hot dog vending business; that VO was indeed in the construction business; and that VO could indeed lend the plaintiff money for the gas station business; and

(e) assured plaintiff that he could arrange for a $100,000.00 line of credit for the food store business;

(f) assured plaintiff that he could arrange for $500,000.00 worth of credit with a Chinese food wholesaler located in California.

46) In the meantime, on numerous occasions between mid-February and March 20, 1986, the plaintiff received assurances from defendant VO that not only

the previously promised $35,000.00 was available but also that up to $100,000.00 could be borrowed so that plaintiff could obtain and start up the gas station business in the manner specified. VO also visited the food store and encouraged the plaintiff to buy more food inventory.

47) On or about March 20, 1986, the plaintiff was notified by the Sunoco representative that plaintiff would have to meet with him, the Sunoco representative, and make the agreed upon deposits in the amount of $5,000.00 for the gas station franchise, or dealership, and a $2,000.00 rent deposit on the lease that went with the franchise.

48) On the evening of March 20, 1986, defendant VO assured the plaintiff that VO had $7,000.00 on hand and readily available and that it would be on hand and available the next day.

49) On or about March 21, 1986,

defendant VO met with the representative of Sunoco, Ernie Peele, and the plaintiff, and:

(a) VO delivered $7,000.00 to the plaintiff who, in turn, delivered the money to the Sunoco representative;

(b) VO was told by the Sunoco representative that the gasoline franchise obtained by HOAI could not be assigned or sold without prior written consent from the company;

(c) VO informed the Sunoco representative that VO was the owner of a construction company and that VO was making a $35,000. line of credit loan to HOAI; and

(d) upon specific questioning from the Sunoco representative, Ernie Peele, VO disclaimed any ownership interests or interest in the gas station, hidden or otherwise and disclaimed any partnership, hidden or otherwise, with HOAI and

asserted that he was only interested in making a loan on easy terms, which he stated to Ernie Peele, to his friend HOAI.

50) On or about March 28, 1986, defendants MINH and LUU assured HOAI that defendant THACH was arranging for the $50,000.00 loan and that they would co-sign that loan.

51) On March 31, 1986, plaintiff signed the lease and franchise agreement with Sunoco

52) On March 31, 1986, defendant VO stole the original of the Sunoco lease and franchise agreement.

53) On April 2, 1986, defendant VO opened a bank account at the McLean Branch under the name of Suntech Company and deposited $400.00.

54) On April 3, 1986, $4,000. was deposited into the Suntech account.

55) On April 3, 1986, the balance on the Suntech account was reduced to $2,703.00

56) No further deposits were made into the Suntech account until gas station receipts were obtained by the defendant VO beginning on April 10, and then were deposited into the account beginning on April 14, 1986.

57) Between April 4, 1986, and April 25, 1986, defendants MINH and LUU made repeated promises to deliver a signed lease-ownership document for the oriental food store business to the plaintiff but made a variety of excuses not to do so.

58) During April, 1986, the plaintiff had numerous interstate telephone calls with the defendants which were in furtherance of the scheme to deprive the plaintiff of his food store business and the scheme to deprive the plaintiff of his gas station business.

59) On or about April 7, 1986, defendant VO presented the plaintiff with signature cards and told the plaintiff that he would

open the gas station account with the McLean Bank. Defendant VO led the plaintiff to believe that he would deposit $35,000. into the account.

60) On or about April 10, 1986, the defendant VO informed the plaintiff that only VO had signature authority over the gas station bank account because the bank refused to give HOAI signature authority.

61) On or about April 10, 1986, defendant VO signed six blank checks from the gas station bank account and left them with the plaintiff for payment of, inter alia, gasoline deliveries from Sunoco.

62) On or about April 10, 1986, defendant VO told the plaintiff that he had put about $45,000. in the gasoline station account.

63) On or about April 10, 1986, plaintiff HOAI delivered the checks referenced in paragraph 61, viz: $1,468.00 for inventory on hand; $7,300.00 for

gasoline; $7,400.00 for gasoline; $4,500.00 for diesel fuel; and $9,000.00 for new inventory.

64) On or about April 11, 1986, defendant VO:

(a) began learning the operations of the gas station.

(b) insisted on controlling gas station receipts until his lawyer could draw up a formal loan agreement regarding the $45,000.00; and

(c) began taking the gas station gas receipts.

65) On or about April 15, defendant VO stationed one of his hot dog vending vehicles on the gas station lot, over HOAI's objection.

66) On or about April 17, the defendant THACH told plaintiff that he would not loan plaintiff the $50,000.00 that had been promised.

67) On or about April 18, 1986,

defendant VO stated to plaintiff and the Sunoco representative that he had already loaned HOAI $45,000.00 and now wanted to invest $55,000.00 to become a partner in the gas station business.

68) On or about April 18, 1986, defendant VO told the plaintiff that he would arrange for certified mechanics to work at the station. In reality VO procured untrained laborers, violent criminals, and others from various states to associate with the station. He also promised to finance an advertising and promotion campaign.

69) On or about April 19, 1986, defendant VO misrsepresented his status as a principal in the gas station business with the local licensing authorities.

70) Between April 10 and April 24, 1986, the defendant VO took approximately $1,500.00 from the operation of the gas station each day.

71) On April 24, 1986, Sunoco informed the plaintiff that one of the checks signed by VO had been returned for insufficient funds.

72) On or about April 24, 1986, defendant VO admitted that he had not made the $45,000.00 available as he had claimed earlier.

73) On or about April 24, 1986, defendant THACH stated to plaintiff that the only money VO put into the gas station account was the money that VO took from the gas station in the form of its daily receipts. Defendant THACH also said that he would get the defendants MINH and LUU to sign the promised lease-ownership document for the food store business.

74) On or about April 26, 1986, defendant VO stated that he was unable to get the initial capital which he had promised to plaintiff because his name was not on the gas station lease.

75) On or about April 26, 1986, the plaintiff demanded that the defendant VO leave the gas station. Defendant VO demanded $240,000.00 to do so, claiming that $140,000.00 had been invested in inventory and $100,000.00 had been spent bringing laborers in from out of state.

76) Defendant THACH joined the plaintiff and VO at the gas station on or about April 26, 1986, and threatened to kill the plaintiff unless plaintiff paid VO $100,000.00.

77) On or about April 26, 1986, the defendant ARIF told the plaintiff that THACH was the president and owner of the McLean Bank. On that same day ARIF tried to get the plaintiff to sign a contract selling the gas station business and all documents and indicia of the business, such as the lease and franchise agreement with Sunoco, for one dollar. ARIF was present and knew that HOAI's life was

threatened at this meeting. The plaintiff refused to sign the document.

78) On or about April 27, 1986, the plaintiff went to THACH's home and met with THACH and VO. Three other men were there, one of whom was THACH's bodyguard and one who was present when the plaintiff was threatened at the gas station. At this meeting on or about April 27, 1986:

(a) Defendant THACH stated that he and VO were like the Mafia;

(b) Defendant THACH asserted that the plaintiff promised to give the gas station to VO as a gift; and

(c) Defendant THACH threatened to arrange for the plaintiff's murder.

79) On or about April 28, 1986, defendant THACH assembled gang members, including the defendants DO, LO, RO and KO, at the restaurant on the second floor of the building where plaintiff's food store was located, told the plaintiff that

the gang members had killed many people, and intimated that the gang would kill the plaintiff at THACH's direction. THACH instructed the plaintiff to give defendants MINH and LUU $15,000.00 so as to obtain the long-promised food store lease and ownership document.

80) On or about April 29, 1986, THACH told the plaintiff that he would give VO $15,000.00 and that VO would in turn give the $15,000.00 to plaintiff who would pay the same to defendants MINH and LUU in exchange for the long-promised food store lease and ownership document.

81) On or about April 30, 1986, THACH told the plaintiff that he would get $30,000.00, $15,000.00 of which would go to MINH and LUU for the lease-ownership document, and the other $15,000.00 of which plaintiff could use to purchase inventory. In "exchange" plaintiff was to permit VO to keep the gas station.

82) By promising to loan the plaintiff $30,000.00 THACH and VO on or about April 30, 1986, induced the plaintiff to write out a $30,000.00 promissory note. Once the note was written and signed, however, these defendants did not give the plaintiff the promised money or a copy of the note.

83) On May 1, 1986, THACH told the plaintiff that he had the power of life and death over the plaintiff. THACH threatened to have the plaintiff killed unless the plaintiff signed the contract selling the gas station to VO for one dollar.

84) On May 2, 1986, defendant VO abducted the plaintiff and threatened to injure plaintiff's wife. VO promised HOAI that if HOAI would sign the one dollar contract, HOAI would get $30,000.00 and the food store lease-ownership document.

85) Under fear of death, the plaintiff

signed the one dollar contract in front of a notary.

86) On or about May 2, 1986, VO obtained a $15,000.00 certified check made out to plaintiff from the McLean Bank, drawn on the account of the gas station. VO and THACH then threatened the plaintiff and forced him to endorse the check over to the defendants MINH and LUU.

87) On or about May 3 or 4, 1986, the plaintiff and his young son were accosted by gang members who threatened to kill HOAI and his son if HOAI did not let VO take over the Sunoco gas station business.

88) On or about May 15, 1986, VO threatened to have the plaintiff's legs broken unless plaintiff left the gas station.

89) Between May 2 and May 27, 1986, defendants MINH and LUU repeatedly promised to sign the food store lease-ownership document but never did so.

90) On or about May 27, 1986, defendants MINH and LUU added a padlock to the building in which the plaintiff's food store business was located and thus locked the plaintiff out of his food store business.

91) On or about May 28, 1986, members of the gang arrived at the restaurant and were joined by defendants MINH, LUU and THACH. The defendants broke off the padlock to which the plaintiff had been given the only key as part of the ownership of the food store business. Thus defendants MINH, LUU and THACH gained physical control over plaintiff's oriental food store business.

92) On or about May 28, 1986, the plaintiff hired defendant SOLAND as his attorney. SOLAND mailed letters regarding both the gas station and the oriental specialty food business. She participated in interstate telephone calls to further

the frauds involved with each of the businesses. SOLAND, and/or SOLAND's partner represented MINH and LUU without disclosing that fact to the plaintiff. These frauds are consistent with SOLAND's pattern of fraudulent activity relating to other clients.

93) On or about June 5, 1986, the plaintiff, SOLAND, VO, THACH, and Sunoco representative Ernie Peele all met at the gas station, where the following, inter alia, occurred:

(a) THACH ordered everyone off the property;

(b) THACH represented himself as VO's attorney by way of an interstate telephone call prior to his arrival;

(c) THACH accused PEELE of taking a $10,000.00 bribe from VO;

(d) PEELE declared that HOAI was the only authorized dealer and franchisee of the station as far as Sunoco was

concerned;

(e) THACH called the police;

(f) SOLAND advised HOAI to leave and promised to take action but did not; and

(g) MINH and LUU arrived and conferred with SOLAND and the other defendants.

94) On or about July 7, 1986, SOLAND once again stated that she would take court action on behalf of the plaintiff, but did not do so.

95) On or about July 14, 1986, VO and THACH, in the company of ARIF, threatened to kill plaintiff if he did not end his efforts to regain his gas station.

96) ARIF entered into a settlement agreement on behalf of the other defendants whereby the Sunoco representative Ernie PEELE would act as a final arbitrator to decide who was entitled to occupy the gas station premises as the legitimate Sunoco franchisee. Although PEELE designated

HOAI, neither ARIF nor the other defendants would permit the plaintiff to have possession of the station.

97) On or about August 20, 1986, the defendant SOLAND mailed a letter to the plaintiff, which she backdated to August 15, 1986, wherein she admitted to having a conflict of interest and later backdated a second letter of withdrawal on which she forged plaintiff's signature.

98) On or about August 25, 1986, Ernie PEELE stated that HOAI was the only person authorized to operate the gas station and HOAI and Ernie PEELE both signed a notice requesting VO and his hired hands, including the gang members, to peacefully surrender the premises. It was presented at the gas station that day in the presence of police officers and HOAI demanded that the VO employees leave and they did so.

99) On or about August 26, 1986, VO

attempted to take over the gas station by force and falsely accused HOAI of stealing $7,500.00.

100) VO's operation of the gas station was improper and demonstrated his lack of qualification for the franchise in that:

(a) VO demanded sex from female employees;

(b) VO failed to withhold taxes from employee compensation or keep proper employee records;

(c) VO permitted customers to be defrauded;

(d) VO failed to maintain any business records;

(e) no payments were made for worker compensation; and

(f) VO permitted the unlawful conversion and use of customers' automobiles when brought in for repairs.

101) The defendants have threatened, harassed and corrupted potential

witnesses, or attempted to do so and have fabricated false evidence.

102) The defendants furthered the various frauds by use of the mails by transmitting, inter alia, the following:

(a) June 12, 1986, letter from ARIF to HOAI (furthering the $15,000.00 loan fraud);

(b) August 15, 1986, letter from SOLAND to HOAI (furthering the oriental specialty food store fraud);

(c) July 21, 1986, letter from SOLAND to Sunoco (furthering the gas station fraud);

(d) June 10, 1986, letter from SOLAND to the McLean Bank (furthering the $15,000. loan fraud);

(e) June 10, 1986, letter from SOLAND to Sunoco (furthering the gas station fraud);

(f) April 3, 1986, transmittal from VO to HOAI (furthering the gas station fraud);

(g) May 12, 1986, transmittal from VO or

SUNTECH COMPANY to MINH (furthering gas station fraud);

(h) June 10, 1986, letter from SOLAND to VO (furthering gas station fraud);

(i) Sometime in May and June, 1986, letters from ARIF to VO (furthering the gas station and $15,000.00 loan frauds);

(j) Various letters and transmittals received by VO during the operations of the gas station business.

(k) Various other letters and transmittals to be identified and obtained through discovery.

VI.

VIOLATIONS OF LAW

COUNT I

RICO VIOLATIONS

__104) Paragraphs 1 through 103 are hereby incorporated by reference.

105) The defendants violated 18 U.S.C. 1962 (a) because they received and continue to receive income derived from

patterns of racketeering activity and used or invested a part of such income to acquire an interest in, establish and operate enterprises in and which affect interstate or foreign commerce.

106) The defendants violated 18 U.S.C. 1962 (b) because, through a pattern of racketeering activity, they acquired or maintained, directly or indirectly, an interest in or control of one or more enterprises which are engaged in or which affect interstate and/or foreign commerce.

107) The defendants violated 18 U.S.C. 1962 (c) because they are employed by or associated with enterprises engaged in or which affect interstate commerce and they conduct or they participate directly or indirectly in the conduct of such enterprises' affairs through a pattern of racketeering activity.

108) The defendants violated 18 U.S.C. 1962 (d) because they conspired to violate

the provisions of 18 U.S.C. 1962 (a), (b), and (c).

109) Each and every one of the defendants is an individual or entity capable of holding a legal or beneficial interest in property.

110) SUNTECH SUNOCO INC. affects interstate commerce. The oriental specialty food store business affects interstate and foreign commerce.

111) The defendants or the enterprises they were and are associated with participated in patterns of racketeering activity, which patterns of racketeering activity include:

(a) attempted murder through contract (par. 18 above as incorporated by reference herein);

(b) threats of murder (pars. 18, 19, 76, 78, 79, 83, 84, 86, 87, and 95, as incorporated by reference herein);

(c) extortion (pars. 18, 19, 20, 34, 40,

44, 45, 46, 49, 50, 66, 67, 71, 72, 73, 74, 75, 76, 77, 79, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 95, and 99, as incorporated by reference herein;

(d) kidnapping (par. 84 as incorporated by reference herein);

(e) bribery (par. 19 as incorporated by reference herein);

(f) extortionate credit transactions (pars. 31, 34, 35, 37, 40, 43, 44, 45, 46, 48, 49, 50, 66, 67, 71, 72, 73, 74, 76, 77, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91 as hereby incorporated by reference);

(g) mail fraud (pars. 20, 21, 22, 25, 26, 27, 30-37, 39-46, 48-50, 53, 55, 56, 58-103 as incorporated by reference herein);

(h) wire fraud (pars. 20, 21, 22, 25, 26, 27, 30-37, 39-46, 48-50, 53, 55, 56, 58-103 as incorporated by reference herein);

(i) obstruction of justice (pars. 92, 93, 94, 96, 97, 99 as hereby incorporated by reference);

(j) interference with commerce (par. 19 as incorporated herein by reference);

(k) interstate of transportation of unlawfully converted property (pars. 52, 56, 59, 60, 61, 62, 63, 64, 70 and 71 as incorporated herein by reference);

(l) fraud in the sale of securities (pars. 20, 21, 31, 34, 35, 39, 57, 77, 84, 85, 86, 87, 89, 90 as incorporated herein by reference).

112) With respect to the extortion alleged in paragraph 111 (c), the person alleged to have committed the extortion did, in violation of Va. Code 18.2-10 (c) through the acts specified in the paragraphs incorporated by reference, where such acts occurred in Virginia, threaten the property, person or character of the victim and said victim parted with

money, property, or pecuniary benefit or some note of evidence of debt. Where said acts occurred in the District of Columbia the person who committed extortion did obtain or attempted to obtain the property of another with the other's consent which was induced by wrongful use of actual or threatened force or violence or by wrongful threat of economic injury in violation of the District of Columbia 22-3851.

113)

4113) With respect to the mail fraud and wire fraud alleged in paragraphs 111 (g) and (h) the schemes and artifices to defraud included:

(a) a scheme to defraud the plaintiff out of his $35,000.00 capital;

(b) a scheme to defraud the plaintiff out of $15,000.00 through fraud;

(c) a scheme to defraud the plaintiff out of his oriental specialty food store business;

(d) a scheme to defraud the plaintiff out of his gas station business;

(e) a scheme to defraud investors in the land swindle described in paragraph 20;

(f) a scheme to defraud investors in the other land swindle described in paragraph 21;

(g) a scheme to defraud an insurance company as described in paragraph 41;

(h) a scheme to defraud the government out of taxes as described in paragraph

100; and

(i) various schemes to defraud various clients by defendant SOLAND.

114) With respect to the allegation involving fraud in the sale of securities the frauds and securities involved were:

(a) false promises to provide an oriental specialty food store lease-ownership document to the plaintiff;

(b) falsehoods and material omissions used to obtain a one dollar sale of the franchise and lease and other documents showing ownership of the gas station business; and

(c) falsehoods and material omissions related to the real estate swindles referenced in paragraphs 20 and 21.

115) With respect to the interstate shipment of unlawfully converted property, as alleged in paragraph 111 (k) the plaintiff states that gasoline and other deliveries to the station were moved

across state lines and that the cash receipts taken by the defendant VO were taken across a state line.

116) With respect to the enterprises from which income was derived, which were acquired through patterns of racketeering, and whose affairs were being conducted through a pattern of racketeering activity the following enterprises were involved:

(a) the enterprise consisting of THACH and certain gang members who were associated in fact;

(b) the enterprise consisting of THACH, MINH and LUU who were associated in fact;

(c) the enterprise consisting of THACH and VO who were associated in fact;

(d) the enterprise consisting of all the defendants who were associated in fact;

(e) the enterprise consisting of MINH and LUU who were associated in fact;

(f) the Mekong Center;

(g) the oriental specialty food store;

(h) the gas station.

117) All of the enterprises referred to in paragraph 116 affected interstate or foreign commerce.

118) All of the defendants conspired to violate 1962 (a), (b) and (c), committed one or more overt acts in furtherance of said violations and joined into the various conspiracies at various times.

COUNT II

VIOLATIONS OF THE SECURITIES AND EXCHANGE ACT OF 1934

119) Paragraphs 1-103 are hereby incorporated by reference.

120) The defendants violated the Securities and Exchange Act of 1934 and Rule 10 (b)5 promulgated thereunder by using false and misleading statements and/or omitting to state material information necessary, in light of the circumstances, to make the statements that they did make not misleading, to the

plaintiff regarding:

(a) the ability of the restaurant business to obtain credit;

(b) the financial resources that the defendants were to have made available to the plaintiff;

(c) the securities involved in connection with the sale or purchase thereof, namely:

(d) the documents listed in the $1. contract instrument between HOAI and VO concerning the gas station business;

(e) the lease agreed upon concerning the food store business but never executed by defendants;

(f) documents connected with the land swindles referenced in paragraphs 20 and 21.

COUNT III

BREACH OF CONTRACT

121) Paragraphs 1-103 are hereby incorporated by reference.

122) THACH breached his contract with the plaintiff to make credit available.

123) MINH and LUU breached their contract to pay for services rendered by HOAI and their contract to provide credit for an "earn-out" purchase to HOAI and their contract to sell the food store business to HOAI.

124) VO breached his contract with the plaintiff to make credit available.

125) SOLAND breached her contract with the plaintiff to institute legal action against the other defendants.

126) ARIF, VO and THACH breached their contract to abide by the decision of Sunoco Representative Ernie PEELE as to the possession and ownership of the gas station business.

127) VO breached the alleged contract for the sale of the gas station business for one dollar in that he never gave the dollar and then plaintiff, not admitting

the validity of the contract, nonetheless specially and formally rescinded for that breach.

COUNT IV

INTERFERENCE WITH CONTRACT

128) Paragraphs 1-103 are hereby incorporated by reference.

129) Defendants interfered with HOAI's various contracts identified in paragraph 130 below because each of the defendants:

(a) knew of plaintiff's contractual rights with others;

(b) interfered therein without justification; and

(c) damaged the plaintiff thereby.

130) The contracts interfered with include HOAI's contracts with Sunoco and HOAI's contractual rights with each of the defendants other than the interfering defendant or defendants as identified particularly in paragraphs 122 through 127.

COUNT V

FRAUD

131) Paragraphs 1-103 are hereby incorporated by reference.

132) The defendants committed fraud because:

(a) They made representations regarding the availability of credit with knowledge that the representations were false;

(b) They intended that the plaintiff rely on said representations in making his investment decisions;

(c) The representations made were in fact false;

(d) The plaintiff did in fact rely upon said representations in making his investment decisions; and

(e) The plaintiff was injured in so relying on the representations.

COUNT VI

MALPRACTICE

133) Paragraphs 1-103 are hereby

incorporated by reference.

134) Defendant SOLAND had a duty to HOAI to act as his attorney and counsel.

135) Defendant SOLAND failed to carry out her duty to plaintiff by, inter alia, conflicts of interest, failing to pursue his lawful objectives as her client, breach of trust, duality of agency, voilating the applicable disciplinary rules of her profession.

COUNT VII

COMBINATIONS TO INJURE REPUTATION, TRADE AND BUSINESS

136) Paragraphs 1-103 are hereby incorporated by reference.

137) The defendants violated VA. Code Secs. 18.2-499 and 18.2-500 by combining, associating and agreeing to wilfully and maliciously injure:

(a) plaintiff's oriental specialty food business;

(b) plaintiff's gasoline station

business; and

(c) plaintiff's business reputation with Sunoco, other gas station and petroleum suppliers, food wholesalers and jobbers, suppliers of goods and services to these businesses, the Vietnamese ethnic community generally and the business community in which he must live and work.

COUNT VIII.

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

137) Paragraphs 1-103 are hereby

incorporated by reference.

138) Defendants intentionally inflicted emotional distress and mental suffering upon the plaintiff by willfully and maliciously threatening the plaintiff and the plaintiff's family with physical injury through extortion and through through deception.

139) The said infliction of emotional distress and mental suffering was wanton and vindictive.

COUNT IX

SLANDER AND FIGHTING WORDS

140) Paragraphs 1-103 are hereby incorporated by reference.

141) The various defendants did at various times as set out above slander the plaintiff, for example:

(a) The defendant VO told many people the lie that plaintiff was a liar and a a cheat who had sold him his business and then tried to lie about it;

(b) VO told the lie that the plaintiff had slept with his wife;

(c) THACH told the lie that plaintiff had stolen one hundred thousand dollars form the sister of THACH;

(d) MINH, LUU, THACH and VO told Ernie Peele that plaintiff was a person of bad business reputation and of low integrity in the opinion of the other Vietnamese;

(e) SOLAND disparaged the business ability of the plaintiff to the Vietnamese community;

(f) MINH and LUU stated that the plaintiff was hated and disliked in the Vietnamese community and that the plaintiff and his wife were delinquent in paying the rent on the food store; and

(g) the defendants DO, RO, LO and KO told numerous people that the plaintiff was a liar and a cheat and had no business ability.

142) The foregoing statements, together

with the physical threats against the plaintiff, violated Virginia's fighting words statute, VA. Code Sec. 8.01-45 because in their common acceptation they are construed as insults and tend to violence and to breach of peace or are disparagements of plaintiff's business abilities.

COUNT X

CONSPIRACY

143) All of the foregoing paragraphs and allegations are incorporated herein by reference.

144) The defendants formed various conspiracies and conspired together.

145) The purpose of their conspiracy as set out herein was to commit wrongful acts against the plaintiff.

146) The plaintiff was harmed by the conspiracies of the defendants in his two businesses as set out herein and in his general reputation and business

reputation.

VII

INJURY AND DAMAGES

__147) As a result of the defendants actions the plaintiff has been injured in his business and property in the following amounts:

(a) $175,000.00 representing the market value of the gas station franchise that was destroyed by the acts of the defendants complained of;

(b) Special damages in the form of lost profits on the gas station dealership over the average life of such a dealership based on the facts and history of this site and station in excess of $25,000,000.00. based also on plaintiff's operation of it;

(c) Special damages in the form of lost profits on the oriental specialty food store business over the life of the remaining lease time in excess of

$12,000,000.00 as based on its history and the facts of its operation under the plaintiff;

(d) $64,000.00 representing the value of the inventory of the food store taken from plaintiff unlawfully by the defendants;

(e) $6,000.00 in rent payments on the food store;

(f) $2,000.00 for services and materials in refurbishing the food store; and

(g) $2,100.00 on sales taxes unlawfully converted by the defendants to their own use.

148) As a result of the defendants' actions plaintiff suffered emotional distress and his business reputation was injured.

149) Plaintiff has been injured in many and various ways that cannot be compensated for by money damages alone.

VIII.

PRAYER

__WHEREFORE the plaintiff respectfully prays the Court for $37,074,100.00 in compensatory and business and property special damages, treble damages in the amount of $111,222,300.00, damages for emotional distress and mental suffering in the amount of $10,000,000., punitive damages in the amount of $37,074,100.00 and the attorneys's fees for this suit and litigation and for equitable relief and for such other legal and equitable relief as to the Court shall seem just and proper.

IX.

JURY DEMAND

Plaintiff respectfully demands trial by jury.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that I served a true and accurate copy of the foregoing AMENDED COMPLAINT by United States Mail, first class, postage prepaid, this _____day of May, 1987, upon the following:

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